

STATE OF INDIANA )  
 ) SS:  
COUNTY OF PORTER )

IN THE PORTER CIRCUIT COURT

CAUSE NO. 64C01-0605-MI-4334

IN RE: SCOTT THOMPSON, )  
individually and doing business as )  
CORNHOLE GAMZ )  
Respondent. )

AVC NO. 06-015

**FILED**  
IN OPEN COURT

**APR 25 2006**

File Stamp  
Pursuant To  
TRIAL RULE 5(F)

ASSURANCE OF VOLUNTARY COMPLIANCE

*Dale Brewer*  
CLERK PORTER CIRCUIT & SUPERIOR COURT

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Scott Thompson, individually and doing business as Cornhole Gamz, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 151 North 19<sup>th</sup> Street, Chesterton, IN 46304, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1 *et seq.*

4. The Respondent acknowledges he has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the State of Indiana has not given the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges the State of Indiana has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

9. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the total amount of Three Hundred Sixty-Three Dollars and Twenty-Five Cents (\$363.25) to the Office of the Attorney General for distribution to the following consumers in the following amounts:

- |   |               |
|---|---------------|
| (a) Susan M. Anthony of Avon, Indiana       | \$ 99.95;     |
| (b) Casandra A. Herbst of Chicago, Illinois | \$ 129.95;    |
| (c) Elaine Okamoto of Glenview, Illinois    | \$ 28.00; and |
| (d) Craig Spencer of Greenwood, Indiana     | \$ 105.35.    |

10. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

11. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

12. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, the Respondent promptly resolving any additional valid consumer complaints brought to the Respondent's attention by the Office of the Attorney General either prior to, or after the filing of this Assurance with the Court.

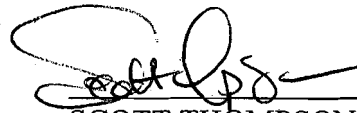
13. The Office of the Attorney General shall file this Assurance with the Circuit Court of Porter County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 25 day of April, 2006.

STATE OF INDIANA

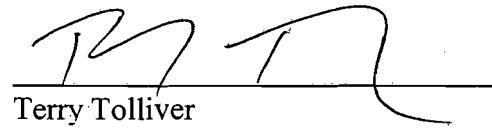
STEVE CARTER  
Indiana Attorney General

RESPONDENT



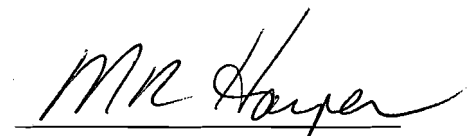
SCOTT THOMPSON  
Individually and doing business as  
CORNHOLE GAMZ

By:



Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of the Attorney General  
302 W. Washington, 5th Floor  
Indianapolis, Indiana 46204  
Telephone: (317) 233-3300

APPROVED, this 17 day of May, 2006.



Judge, Porter Circuit Court

Distribution:

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